

UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII

STATE OF HAWAII,

v.

ANABEL GRASMEN CABEKE, et al.

FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII
CASE No. 15-01446

2017 MAY 22 A 6:47

MICHAEL B. DOWLING
CLERK OF COURT

MEI'S ANSWER TO MEMORANDUM IN OPPOSITION
TO HEP GUINN'S MOTION TO DISMISS

COMES NOW, Mortgage Enterprise Investments by and through its attorney in fact Anthony Williams and declares the following under oath and penalty of perjury that the statements herein are correct and true to the best of my knowledge.

1. Mortgage Enterprise Investments hereinafter "MEI" denies any and all assertions that its practices were in any way shape, form or fashion fraudulent or misleading to any consumers.
2. MEI have not admitted to any of the false allegations asserted against it by the Office of Consumer Protection hereinafter "OCP" or the Attorney General's office, hereinafter "AGO".
3. MEI has proper representation through its attorney in fact and do not subscribe or consent to an unconstitutional assertion that a company must be represented by an attorney at law who is a member of a private association which has no governmental authority known as the bar association. (See Trial Transcripts in Florida Case No. 15-14566CF10A where Mr. Williams made Florida Bar Manager Jacquelyn Needelman admit on the stand that attorneys at law have no law license and they are not a part of the Florida state government but a private association.).

4. None of MEI's clients lost their homes because of any errors or practices on the part of MEI.
5. Any MEI clients who dealt directly with Mr. Williams were not defrauded and only were put in jeopardy when Mr. Williams was unlawfully incarcerated for rape and child molestation and could not respond on the clients behalf, otherwise their homes would not have been in jeopardy.
6. All of the clients of MEI in Hawaii were already in foreclosure and about to be kicked out on the streets when they solicited MEI services.
7. MEI's guarantee was only for homeowners who were not in foreclosure and those who were in foreclosure signed a Foreclosure Disclosure Statement acknowledging that they understood that they don't have the same guarantee but that MEI and Common Law Office of America hereinafter "CLOA" would do its best to protect their property.
8. At no time did MEI encourage homeowners who were not in foreclosure to stop making their mortgage payments. Most of the homeowners were no longer making payments because they had already been in foreclosure for years.
9. Several MEI clients had less than 10 days to vacate their homes when they signed up for MEI services and MEI was able to keep all of these homeowners in their homes for several years after that even when they stopped paying MEI, MEI still worked on the consumers behalf.
10. The injunction against CLOA and ANTHONY WILLIAMS is null and void because they were denied a trial by jury which is a protected federal right according to the 7th Amendment and CLOA, MEI nor ANTHONY WILLIAMS ever waived that constitutional right.
11. Edna Franco's email to James Evers of DCP is an attempt on her part to make it appear as if she wasn't the ring leader in

- Scamming the consumers in Hawaii, CLOA, MEI and Anthony Williams.
12. CLOA sent a letter to OCP outlining the fraud committed by Edna Franco, Hep Guinn, Henry Malinay and Rowena Valdez and yet OCP sat around and did nothing and now wants to blame MEI for the fraudulent practices of employees who were fired because of their fraudulent acts.
 13. MEI was and is registered to do business in Hawaii for mortgage and foreclosure assistance contrary to the erroneous assertion by OCP.
 14. MEI will not let anyone slander its good name and reputation and will defend against any and all entities who attempt to defame its owner or its business practices.
 15. MEI has operated in several other states with no problems and the only reason it appears that it has a problem in Hawaii is because Mr. Williams confronted the AGO about why the mortgage settlement that was supposed to go to the homeowners went to the AGO and OCP.
 16. MEI's process has been thoroughly scrutinized by several government agencies who didn't see any fraudulent practices in the documents, products nor services offered by MEI and CLOA.
 17. MEI's agents appeared on behalf of Clients pursuant to Federal law Rule 17 USCA 28 as a NEXT FRIEND and therefore its agents could not be charged with the unauthorized practice of law.
 18. MEI has always been transparent with its business and was the routine practice to video court hearings to inform the public of the corruption of the mortgage industry and the complicity with the courts to go along with the fraud perpetrated against homeowners.
 19. MEI would like to know when the AGO and OCP will file indictments against the CEOs of the mortgage companies that defrauded millions of homeowners and against the attorneys at law who knew they were facilitating the fraud.

20. MEI asserts that OCP's motive is not the protection of the consumers because if it was they would have acted on the Complaint Filed by Mr. Williams against the parties who were responsible for defrauding homeowners, including Bank of America, Wells Fargo, Ocwen and other companies who have defrauded millions of people and the former employees whom it has been proven not only defrauded homeowners, MEI and CLOA but stole proprietary documents from MEI and CLOA to set up a copycat company called Mortgage Enterprises hereinafter "ME" which it has been proven was set up and orchestrated by Edna Franco in California to hide her fraudulent practices.
21. MEI sent names and phone numbers of homeowners that were defrauded by its former employees and nothing was done about it.
22. It is evident from the email of Edna Franco to James Evers that she is attempting to project the blame and downplay her involvement in order to avoid prosecution by allegedly testifying against Mr. Williams and Hep Guinn.
23. The record will show that MEI always acted in good faith with the best interest of the homeowner in mind and is confident that its clients will be willing to testify to that fact.
24. MEI ceased doing business in Hawaii in early 2015 because of the unlawful charges its owner Anthony Williams has had to fight in Florida which includes the Unlicensed Practice of Law which will be shortly overturned by the Fourth District Court of Appeals.
25. MEI is not contesting the bankruptcy proceeding but is contesting the erroneous assertions that MEI is a fraudulent mortgage scheme or that MEI defrauded any homeowners.
26. Everything MEI has done was lawful and done according to the law.
27. MEI has properly answered previously to this bankruptcy

case and emphatically denies that it has admitted to any of the allegations against it.

28. MEI asserts that Richard Lee who is a former judge, worked with Hep Guinn and was a co-conspirator in stealing some of MEI's and CLOA's documents and in complicity with Guinn to defraud homeowners but has not been implicated in any allegations.
29. MEI asserts that the lack of litigation against Richard Lee is for no other reason other than he was or still is a member of the bar and as a member or former member you can commit crimes with impunity that if another citizen commit they will be brought upon charges.
30. MEI asserts that Eugene Williams also committed fraud in complicity with Hep Guinn and Richard Lee using MEI's documents and process.
31. MEI asserts that it will make public every motion and every document submitted in this case and all others to show the public the corruption and the hypocrisy that's manifested in the State of Hawaii.
32. MEI re-asserts and demands a trial by jury in order to clear its good name and does not at any time waive that right.
33. MEI asserts that the two consumers (out of hundreds) that made a complaint against MEI was coached and coerced into making those statements by either Edna Franco or OCP.

WHEREFORE, MEI demands a retraction from the false statements and allegations made against it by OCP because OCP knew these former employees committed fraud as evidenced by the letter faxed to them which was Exhibit in their Motion.

Executed this 11th day of May 2017.

Respectfully Submitted,

Anthony Williams

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent by U.S. Mail to:

STATE OF HAWAII
Office of Consumer Protection
235 South Beretania Street, Room 801
Honolulu, Hawaii 96813

on the 15th day of May 2017.

Anthony Williams